

REMARKS

Claims 1–13 are currently pending. Claims 10-13 have been allowed. Reconsideration of the claim rejections is requested in view of the following remarks.

Claims 1, 4–6, 8, and 9 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Freeman (US 2005/0123142) in view of March (US 2003/0028734). Applicants respectfully submit that for at least the reasons discussed below the subject claims are patentably distinguishable over the suggested combination.

As previously noted, Freeman represents an attempt to solve a fundamentally different problem from that of the present invention. Applicants respectfully submit that Freeman fails to disclose the various elements of the subject claims as discussed in Applicants' previous responses.

Additionally, the Office Action acknowledges that Freeman fails to teach that the access card has a write once memory and has been paired with a destination device. March is cited to overcome this defect of Freeman. However, Applicants respectfully submit that the Office Action has misapplied the teachings of March, and that March in fact fails to disclose or suggest the missing feature.

The Office Action cites paragraphs 0037 and 0060 as teaching the missing features. Paragraph 0037 describes the disadvantage of a write-once memory that the memory cell cannot be erased once it is written into, and in fact, describes a method for **deleting data written to a write-once memory**. Therefore, this teaching is in direct opposition to the idea of using a write-once memory to pair the access card with a particular device since any pairing data in the write-once memory can be effectively deleted.

Paragraph 0060 describes the use of temporal mapping, where the data in memory changes at times, but the location remains the same. Pointers are used to indicate the position of the data. Nowhere do the cited portions teach or suggest an access card having write-once memory that has been paired with a destination device. It is not surprising that March does not teach or suggest such a feature as March is directed to an entirely different problem than that addressed by the present invention.

In response, the Office Action asserts that

March teaches a write-once memory [0037]. March teaches that the data can only be written into the memory device by only the manufacturer of the device [0025]. Therefore, the manufacturer is paired with the memory device.

In fact, March states in paragraph [0025]:

To ensure that the file system writes into only the smallest writeable unit of a memory device, it is preferred that the memory device comprise an indication of its smallest writeable unit (i.e., its line size) and provide this indication to the file system. The indication can be sent in response to a read command from the file system or can automatically be sent to the file system when the data storage system is powered-up or reset. The file system can receive this indication by sensing an electronic, mechanical, or optical feature of the memory device. For example, the indication can be provided in a register in the memory array or in a device identification code of the memory device. Further, the indication can be stored when the memory device is formatted or can be prewritten into the memory device by a manufacturer of the device. (emphasis added)

Thus, paragraph [0025] describes “an indication” that relates to the smallest writeable unit of the memory device. The indication is completely unrelated to user certificate data or a first key of a key pair as recited in claim 1. Rather, the indication is used by a file system to ensure that the file system writes into only the smallest writeable

unit of the memory device. These are entirely different types of data, used for entirely different purposes.

Additionally, paragraph [0025] does not state that the "data can **only** be written into the memory device by **only** the manufacturer of the device (emphasis added)" as asserted by the Office Action. Rather, the paragraph clearly states that the indication can be stored when the memory device is formatted or by the manufacturer of the device. The fact that the indication can be written when the device is formatted suggests that other entities may write the data, and thus, the indication is not written by only the manufacturer of the device. Also, since the manufacturer is not the only entity that may write the indication into the memory device, the indication cannot serve to pair the memory device with the manufacturer. This is also clear from the function of the indication, which is to indicate an aspect of the memory device itself, not the manufacturer or any other entity that writes the indication into the memory device.

In view of the function of the indication, and the manner in which it is written to the memory device, it is not seen how such an indication can serve to pair the manufacturer with the memory device in any way.

Even if the teachings of March are combined with Freeman as suggested by the Office Action, assuming *arguendo* that Freeman provides the teachings as asserted, the resulting combination still fails to disclose or suggest each and every limitation of the pending claims. The combination of Freeman and March would result in a system that includes an indication, written by the manufacturer or during device formatting, that indicates the smallest writeable memory device, and in which data in the write-once memory array can be deleted (paragraph [0037]). The combination does teach or suggest "a second port for receiving user certificates data and a first key of a key pair

contained in a write once memory of an access card that has been paired with a destination device" as recited in pending claims 1, and 4-5.

Claims 6, 8 and 9 include limitations directed to a pairing of the memory, or access, device with a destination device in a manner similar to that of claim 1, and thus, are believed to be patentably distinguishable over the cited combination for at least the same reasons as those discussed above with respect to claim 1.

Claims 2, 3, and 7 stand rejected as being unpatentable over Freeman and March in view of Roskind (US 2003/0046544).

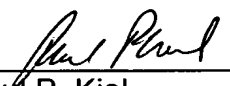
Claims 2, 3, and 7 depend from claims 1 and 6 and include all of the elements of their parent claims. Even assuming arguendo that Roskind discloses the subject matter as alleged, applicants submit that Roskind fails to cure the defect of Freeman and March as applied to independent claims 1 and 6. Therefore, it is believe that claims 2, 3, and 7 are patentably distinguishable over the suggested combination for at least the same reasons as those discussed above with respect to claims 1 and 6.

In view of the foregoing, Applicants respectfully request that the rejections set forth in the Office Action be withdrawn, and that the pending claims be allowed for at least the stated reasons.

It is believed that no additional fees or charges are currently due. However, in the event that any additional fees or charges are required at this time in connection with the application, they may be charged to applicant's Deposit Account No. 07-0832.

Respectfully submitted,

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Date: 9/24/10